

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
10 Baldwin St  
Montpelier VT 05633-7501  
USA

## CONTRACT



**Vendor ID 0000100460**  
**Panasonic Corporation of North America**  
**Two Riverfront Plaza**  
**Newark NJ 07102**  
**USA**

<b>Contract ID</b> 0000000000000000000024986		<b>Page</b> 1 of 5
<b>Contract Dates</b> 07/10/2013 to 09/30/2015		<b>Origin</b> CPS
<b>Description:</b> CPS-PANASONIC COMPUTER EQUIP		<b>Contract Maximum</b> \$9,999,999.00
<b>Buyer Name</b> Stephen A Fazekas	<b>Buyer Phone</b>	<b>Contract Status</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		PANASONIC COMPUTER EQUIPMENT, PERIPHERALS AND RELATED SERVICES.	EA	0.01000	0.00	0.00

### CONTRACT TERMS AND ADDITIONAL INFORMATION

CONTRACT #24986  
PANASONIC WSCA (B27172)

THIS STATE OF VERMONT CONTRACT #24986 ("CONTRACT") IS WRITTEN UNDER THE AUTHORITY GIVEN TO THE COMMISSIONER OF BUILDINGS AND GENERAL SERVICES IN 29 VSA § 903A TO PARTICIPATE IN COOPERATIVE PURCHASING AGREEMENTS WITH OTHER STATES. THIS CONTRACT IS WRITTEN TO ALLOW THE STATE OF VERMONT ("STATE" OR "CUSTOMER") TO PARTICIPATE IN THE WESTERN STATES CONTRACTING ALLIANCE (WSCA) MASTER PRICE AGREEMENT #B27172 WITH PANASONIC CORPORATION OF NORTH AMERICA. ("PANASONIC" OR "CONTRACTOR") ON BEHALF OF ITS AFFILIATED ENTITIES PROVIDING THE PRODUCTS AND SERVICES FOR THE PURCHASE OF COMPUTER EQUIPMENT, SOFTWARE, PERIPHERALS AND RELATED SERVICES. THIS CONTRACT IS WRITTEN BASED ON THE REQUEST FOR PROPOSAL ISSUED BY THE STATE OF MINNESOTA ON BEHALF OF WSCA AND THE RESULTING WSCA MASTER PRICE AGREEMENT #B27172 EFFECTIVE SEPTEMBER 01, 2009 ("WSCA AGREEMENT #B27172"). THIS CONTRACT INCORPORATES THE SERVICES/PRODUCTS AND PRICING OF THE WSCA AGREEMENT #B27172 AND ALL ITS TERMS AND CONDITIONS THAT ARE NOT IN CONFLICT WITH THE STATE OF VERMONT CONTRACT #24986, AND THE STATE OF VERMONT ADDITIONAL TERMS AND CONDITIONS COOPERATIVE PROCUREMENTS AS THE RELATIONSHIP APPLIES AND ACTIVITIES APPLY TO THE STATE OF VERMONT.

1. SCOPE: CONTRACTOR WILL PROVIDE COMPUTER EQUIPMENT, SOFTWARE, PERIPHERALS AND RELATED SERVICES TO THE STATE OF VERMONT UNDER THE TERMS OF THIS CONTRACT, INCLUDING THE WSCA AGREEMENT #B27172, THE PARTICIPATING ADDENDUM WITH THE CONTRACTOR FOR WSCA AGREEMENT #B27172, AND THE STATE OF VERMONT ADDITIONAL TERMS AND CONDITIONS COOPERATIVE PROCUREMENTS.

2. TAX EXEMPTION: UNDER THIS CONTRACT, CONTRACTOR WILL WAIVE ALL TAXES FOR WHICH THE STATE OR OTHER PARTICIPATING ENTITY PROVIDES A TAX EXEMPT CERTIFICATE.

3. ENTIRE CONTRACT: THE PARTICIPATING ADDENDUM, THE WSCA AGREEMENT #B27172, AND THE STATE OF VERMONT ADDITIONAL TERMS AND CONDITIONS FOR COOPERATIVE PROCUREMENTS ARE HEREBY INCORPORATED INTO THIS CONTRACT. IF A CONFLICT EXISTS AMONG PROVISIONS WITHIN THE DOCUMENTS THAT FORM THIS CONTRACT, THE FOLLOWING ORDER OF PRECEDENCE WILL APPLY:

A. THIS CONTRACT #24986

B. THE STATE OF VERMONT ADDITIONAL TERMS AND CONDITIONS FOR COOPERATIVE PROCUREMENTS (EXHIBIT C)

C. THE PARTICIPATING ADDENDUM (EXHIBIT A)

D. THE WSCA AGREEMENT #B27172 (AVAILABLE AT)  
[Http://www.mmd.admin.state.mn.us/wsc/wsc.htm](http://www.mmd.admin.state.mn.us/wsc/wsc.htm)

4. TERMS: NET 30 DAYS

5. QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS.

6. DELIVERY: LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR & ITS AUTHORIZED RESELLER UNTIL THE PRODUCT IS PROPERLY DELIVERED AND ACCEPTED IN ACCORDANCE WITH THIS CONTRACT. CONTRACTOR SHALL ENSURE THAT SHIPMENTS ARE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY CONTRACTOR.

7. PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED.

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<b>Buyer Name</b> Stephen A Fazekas	<b>Buyer Phone</b>	<b>Contract Status</b> Approved

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8. PERCENTAGE DISCOUNTS: CONTRACTOR SHALL PROVIDE SERVICES AND PRODUCTS SPECIFIED IN THIS CONTRACT'S SCOPE. TO RECEIVE A QUOTE CONTACT THE PANASONIC AUTHORIZED RESELLER IDENTIFIED ON THE PANASONIC WSQA WEB SITE AT: [http://www.panasonic.com/business/toughbook/wsqa\\_contract.asp](http://www.panasonic.com/business/toughbook/wsqa_contract.asp)

9. THE STATE DOES NOT AGREE TO REIMBURSE CONTRACTOR FOR EXPENSES UNLESS OTHERWISE SPECIFIED IN THIS CONTRACT OR ITS INCORPORATED ATTACHMENTS. THE CONTRACTUAL AUTHORITY, AS IDENTIFIED BY THE NOT TO EXCEED AMOUNT, DOES NOT OBLIGATE THE STATE OF VERMONT TO EXPEND FUNDS OR PURCHASE GOODS OR SERVICES UP TO ANY AMOUNT; THE PURCHASE AMOUNT WILL BE CONTROLLED BY THE INDIVIDUAL USING AGENCY'S PURCHASE ORDERS OR OTHER AUTHORIZED MEANS OR REQUISITION FOR SERVICES AND/OR GOODS AS SUBMITTED TO AND ACCEPTED BY THE CONTRACTOR.

10. QUALITY: ALL PRODUCTS PROVIDED BY CONTRACTOR UNDER THIS CONTRACT WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

11. METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING WRITTEN PURCHASE ORDER MUST BE ISSUED. PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

12. INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR'S FULFILLING AUTHORIZED RESELLER' ON SAID RESELLER'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

### 13. CANCELLATION:

A. TERMINATION WITHOUT CAUSE. ANY DISCRETIONARY OR VESTED RIGHT OF RENEWAL NOTWITHSTANDING, THIS CONTRACT MAY BE TERMINATED UPON WRITTEN NOTICE BY MUTUAL CONSENT OF BOTH PARTIES OR UNILATERALLY UPON 30 DAYS WRITTEN NOTICE BY EITHER PARTY WITHOUT CAUSE.

B. STATE TERMINATION FOR NON-APPROPRIATION. THE CONTINUATION OF THIS CONTRACT BEYOND THE CURRENT BIENNIAL IS SUBJECT TO AND CONTINGENT UPON SUFFICIENT FUNDS BEING APPROPRIATED, BUDGETED, AND OTHERWISE MADE AVAILABLE BY THE STATE LEGISLATURE AND/OR FEDERAL SOURCES. THE STATE MAY TERMINATE THIS CONTRACT, AND CONTRACTOR WAIVES ANY AND ALL CLAIM(S) FOR DAMAGES, EFFECTIVE IMMEDIATELY UPON RECEIPT OF WRITTEN NOTICE (OR ANY DATE SPECIFIED THEREIN) IF FOR ANY REASON THE CONTRACTING AGENCY'S FUNDING FROM STATE AND/OR FEDERAL SOURCES IS NOT APPROPRIATED OR IS WITHDRAWN, LIMITED, OR IMPAIRED.

C. CAUSE TERMINATION FOR DEFAULT OR BREACH. A DEFAULT OR BREACH MAY BE DECLARED WITH OR WITHOUT TERMINATION. THIS CONTRACT MAY BE TERMINATED BY EITHER PARTY UPON WRITTEN NOTICE OF DEFAULT OR BREACH TO THE OTHER PARTY AS FOLLOWS:

I. IF CONTRACTOR FAILS TO PROVIDE OR SATISFACTORILY PERFORM ANY OF THE CONDITIONS, WORK, DELIVERABLES, GOODS, OR SERVICES CALLED FOR BY THIS CONTRACT WITHIN THE TIME REQUIREMENTS SPECIFIED IN THIS CONTRACT OR WITHIN ANY GRANTED EXTENSION OF THOSE TIME REQUIREMENTS; OR

II. IF ANY STATE, COUNTY, CITY OR FEDERAL LICENSE, AUTHORIZATION, WAIVER, PERMIT, QUALIFICATION OR CERTIFICATION REQUIRED BY STATUTE, ORDINANCE, LAW, OR REGULATION TO BE HELD BY CONTRACTOR TO PROVIDE THE GOODS OR SERVICES REQUIRED BY THIS CONTRACT IS FOR ANY REASON DENIED, REVOKED, DEBARRED, EXCLUDED, TERMINATED, SUSPENDED, LAPSED, OR NOT RENEWED; OR

III. IF CONTRACTOR BECOMES INSOLVENT, SUBJECT TO RECEIVERSHIP, OR BECOMES VOLUNTARILY OR INVOLUNTARILY SUBJECT TO THE JURISDICTION OF THE BANKRUPTCY COURT; OR

IV. IF THE STATE MATERIALLY BREACHES ANY MATERIAL DUTY UNDER THIS CONTRACT AND ANY SUCH BREACH IMPAIRS CONTRACTOR'S ABILITY TO PERFORM; OR

V. IF IT IS FOUND BY THE STATE THAT ANY QUID PRO QUO OR GRATUITIES IN THE FORM OF MONEY, SERVICES, ENTERTAINMENT, GIFTS, OR OTHERWISE WERE OFFERED OR GIVEN BY CONTRACTOR, OR ANY AGENT OR REPRESENTATIVE OF CONTRACTOR, TO ANY OFFICER OR EMPLOYEE OF THE STATE OF NEVADA, STATE OF VERMONT OR ANY OTHER WSQA-PARTICIPATING STATE WITH A VIEW TOWARD SECURING A CONTRACT OR SECURING FAVORABLE TREATMENT WITH RESPECT

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TO AWARDING, EXTENDING, AMENDING, OR MAKING ANY DETERMINATION WITH RESPECT TO THE PERFORMING OF SUCH CONTRACT; OR						

VI. IF IT IS FOUND BY THE STATE THAT CONTRACTOR HAS FAILED TO DISCLOSE ANY MATERIAL CONFLICT OF INTEREST  
RELATIVE TO THE PERFORMANCE OF THIS CONTRACT.

D. TIME TO CORRECT. TERMINATION UPON A DECLARED DEFAULT OR BREACH MAY BE EXERCISED ONLY AFTER SERVICE OF  
FORMAL WRITTEN NOTICE, AND THE SUBSEQUENT FAILURE OF THE DEFAULTING PARTY WITHIN THIRTY (30) CALENDAR DAYS OF  
RECEIPT OF THAT NOTICE TO PROVIDE EVIDENCE, SATISFACTORY TO THE AGGRIEVED PARTY, SHOWING THAT THE DECLARED  
DEFAULT OR BREACH HAS BEEN CORRECTED.

E. WINDING UP AFFAIRS UPON TERMINATION. IN THE EVENT OF TERMINATION OF THIS CONTRACT FOR ANY REASON, THE  
PARTIES AGREE THAT THE PROVISIONS OF THIS PARAGRAPH SURVIVE TERMINATION:

I. THE PARTIES SHALL ACCOUNT FOR AND PROPERLY PRESENT TO EACH OTHER ALL CLAIMS FOR FEES AND EXPENSES AND PAY  
THOSE WHICH ARE UNDISPUTED AND OTHERWISE NOT SUBJECT TO SET OFF UNDER THIS CONTRACT. NEITHER PARTY MAY  
WITHHOLD PERFORMANCE OF WINDING UP PROVISIONS SOLELY BASED ON NONPAYMENT OF FEES OR EXPENSES ACCRUED UP TO THE  
TIME OF TERMINATION;

II. CONTRACTOR SHALL SATISFACTORILY COMPLETE WORK IN PROGRESS AT THE AGREED RATE (OR A PRO RATA BASIS IF  
NECESSARY) IF SO REQUESTED BY THE CONTRACTING AGENCY;

III. CONTRACTOR SHALL EXECUTE ANY DOCUMENTS AND TAKE ANY ACTIONS NECESSARY TO EFFECTUATE AN ASSIGNMENT OF THIS  
CONTRACT IF SO REQUESTED BY THE CONTRACTING AGENCY;

IV. CONTRACTOR SHALL PRESERVE, PROTECT AND PROMPTLY DELIVER TO THE STATE ALL EQUIPMENT, DATA, PROPRIETARY  
INFORMATION AND ANY OTHER PROPERTY OWNED BY THE STATE THEN IN CONTRACTOR'S POSSESSION.

14. CONTRACT TERM: THE TERM OF THIS CONTRACT IS JULY 10, 2013 TO AUGUST 31, 2014.

15. VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE  
VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE,  
JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

16. TOWNS AND SCHOOLS OF THE STATE OF VERMONT: POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE  
MAY PARTICIPATE IN THIS CONTRACT AT THE SAME PRICES, TERMS AND CONDITIONS.

17. ADDITIONAL PURCHASERS: THE UNIVERSITY OF VERMONT, VERMONT STATE COLLEGES, POLITICAL SUBDIVISIONS AND  
INDEPENDENT COLLEGES OF THE STATE OF VERMONT ARE COLLECTIVELY DEFINED AS THE "ADDITIONAL PURCHASERS". ITEMS  
FURNISHED TO ADDITIONAL PURCHASERS WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE ADDITIONAL PURCHASERS; AND  
NEITHER THE STATE OF VERMONT NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES SHALL ASSUME ANY  
RESPONSIBILITY OR LIABILITY FOR THESE PAYMENTS OR ANY OTHER ELEMENT OF ADDITIONAL PURCHASERS' PARTICIPATION IN  
THIS CONTRACT.

18. INTER-AGENCY NOTICE: AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE  
FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

19. SUPPLIER CONTACT FOR SERVICE:

PANASONIC SYSTEM COMMUNICATIONS COMPANY OF NORTH AMERICA,  
DIVISION OF PANASONIC CORPORATION OF NORTH AMERICA  
PHONE: 800-652-8361  
EMAIL: PSCNAService @ us.panasonic.com or contracts@us.panasonic.com

20. REMIT PAYMENTS: PAYMENTS SHALL BE REMITTED TO THE FOLLOWING ADDRESS:  
ALL PAYMENTS WILL BE MADE TO THE PANASONIC AUTHORIZED RESELLER WHO  
PROVIDED THE EQUIPMENT AND/OR SERVICES.

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IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

Stephen Fazekas  
Technology Procurement Administrator  
Office of Purchasing & Contracting  
10 Baldwin Street  
Montpelier, VT 05633-7501  
E-Mail: Stephen.Fazekas@state.vt.us  
Phone:802-828-2210  
Fax:802-828-2222

\*\*\*\*\*AMENDMENT #1 \*\*\*\*\*

AMENDMENT #1 - JULY 28, 2014 - THE STATE IS HEREBY AMENDING CONTRACT # 24986 TO INCORPORATE WSCA/NASPO MASTER AGREEMENT #B27172 AMENDMENT #3 INTO THIS CONTRACT. AMENDMENT #3 TO THE WSCA CONTRACT #B27172 THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR ONE YEAR TO DECEMBER 31, 2014 AND UNDER THE SAME PRICING, TERMS AND CONDITIONS.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH, A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT

TERMS AND CONDITIONS: "STATE OF VERMONT ADDITIONAL TERMS AND CONDITIONS TO THE NASPO TERMS AND CONDITIONS AND REQUIRED FORMS COOPERATIVE PROCUREMENTS" CONTINUE TO APPLY.

\*\*\*\*\*AMENDMENT #2 \*\*\*\*\*

AMENDMENT #2 - OCTOBER 27, 2014 - THE STATE IS HEREBY AMENDING CONTRACT #24986 WSCA/NASPO MASTER AGREEMENT #B27172 TO EXTEND THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR THREE MONTHS TO MARCH 31, 2015 AND UNDER THE SAME PRICING, TERMS AND CONDITIONS.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH, A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT

TERMS AND CONDITIONS: "STATE OF VERMONT ADDITIONAL TERMS AND CONDITIONS TO THE NASPO TERMS AND CONDITIONS AND REQUIRED FORMS COOPERATIVE PROCUREMENTS" CONTINUE TO APPLY.

\*\*\*\*\*AMENDMENT #3 \*\*\*\*\*

AMENDMENT #3 - MARCH 5, 2015 - THE STATE IS HEREBY AMENDING CONTRACT #24986 WSCA/NASPO MASTER AGREEMENT #B27172 TO EXTEND THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR SIX MONTHS TO SEPTEMBER 30, 2015 AND UNDER THE SAME PRICING, TERMS AND CONDITIONS.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH, A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT

TERMS AND CONDITIONS: "STATE OF VERMONT ADDITIONAL TERMS AND CONDITIONS TO THE NASPO TERMS AND CONDITIONS AND REQUIRED FORMS COOPERATIVE PROCUREMENTS" CONTINUE TO APPLY.

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WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_